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12 **UNITED STATES DISTRICT COURT**
13 **WESTERN DISTRICT OF WASHINGTON**
14 **AT SEATTLE**

15 SURINDER S. BRATCH,

16 Plaintiff,

17 v.

18 EQUIFAX INFORMATION SERVICES
19 LLC, and EXPERIAN INFORMATION
20 SOLUTIONS, INC.,

21 Defendants.

Case Number: C09-1724

DEFENDANT
EQUIFAX INFORMATION
SERVICES LLC'S INITIAL
DISCLOSURES

22 Defendant Equifax Information Services LLC ("Equifax"), by its undersigned counsel,
23 makes the following initial disclosures pursuant to Federal Rule of Civil Procedure 26:

24 (A) The name and, if known, the address and telephone number of each individual
25 likely to have discoverable information that the disclosing party may use to support its claims or
26 defenses, unless solely for impeachment, identifying the subjects of the information.
27
28

1 Equifax has not yet discovered all individuals who may have discoverable, non-
2 privileged information that may support Equifax's defenses in this case. To date, Equifax has
3 identified the following:

4 (i) Surinder Bratch, Plaintiff.

5 Plaintiff has knowledge of his personal and credit history, the allegations
6 contained in his complaint and any alleged denials of credit or other damages.
7

8 (ii) A designated representative of Equifax Information Services LLC.

9 Equifax Information Services LLC Consumer Center

10 Equifax Information Services LLC

11 1100 Abernathy Road, Suite 100, Building 500

12 Atlanta, Georgia 30328

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14 This witness may have information or knowledge regarding the policies, practices
15 and procedures of Equifax for maintaining credit files, Plaintiff's dispute(s), Equifax's
16 reinvestigation(s), account(s) on Plaintiff's credit files, and, after reviewing relevant
17 documents, the facts at issue in this case.
18

19 (iii) Employees and Representatives of Experian Information Solutions, Inc.

20 Equifax believes that employees and representatives of Experian are likely to have
21 discoverable information regarding the events that made the basis of this lawsuit, its
22 dealings with Plaintiff, and any information regarding Plaintiff reported by Experian.
23

24 (iv) Representatives of creditors who have allegedly denied Plaintiff credit.

25 Name and address unknown

26 These individuals may have knowledge of the facts at issue in this case regarding
27 account(s) and/or any alleged denials of credit.
28

1 (v) Any individual needed for rebuttal or impeachment.

2 (vi) Any witness or expert identified or designated by Plaintiffs or any co-defendant.

3 Equifax reserves the right to supplement its response to this disclosure.

4 (B) A copy of, or a description by category and location of, all documents, data
5 compilations, and tangible things that are in the possession, custody, or control of the party and
6 that the disclosing party may use to support its claims or defenses, unless solely for impeachment.
7

8 (i) Equifax Documents, including, but not limited to, the following:

9 (a) Current credit file disclosure of Plaintiff;

10 (b) ACIS cases and related documents;

11 (c) Selected frozen database scans of Plaintiff's Equifax credit file;

12 (d) Relevant portions of Equifax's policy and procedure manuals, which will
13 be produced upon entry of a protective order;

14 (e) Any documents produced by Plaintiff;

15 (f) Any documents discovered to be relevant to this litigation.
16
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18 All of the documents referenced above are in the possession of Equifax's counsel.
19 Equifax reserves the right to supplement these disclosures.

20 (C) A computation of any category of damages claimed by the disclosing party, making
21 available for inspection and copying as under Rule 34 the documents or other evidentiary
22 material, not privileged or protected from disclosure, on which such computation is based,
23 including materials bearing on the nature and extent of injuries suffered.
24

25 Equifax is not seeking any damages in this matter, but reserves the right to submit a bill
26 of costs if it is the prevailing party.
27
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1 (D) For inspection and copying as under Rule 34 any insurance agreement under which
2 any person carrying on an insurance business may be liable to satisfy part or all of a judgment
3 which may be entered in the action or to indemnify or reimburse for payments made to satisfy the
4 judgment.

5 Equifax is self-insured for the purposes of this matter.

6
7 DATED this 26th day of February, 2010.

8
9 EQUIFAX INFORMATION SERVICES LLC

10 s/Kevin H. Breck, WSBA No. 39183

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15 509-838-6131

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17 Attorney for Equifax Information Services, LLC
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CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of February, 2010, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

Christina M Latta
Seattle Debt Law, LLC
Attorney for Plaintiff
clatta@seattledbtlaw.com

s/Kevin H. Breck, WSBA No. 39183
WINSTON & CASHATT
Attorney for Defendants
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Spokane, WA 99201
(509) 838-6131
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E-mail Address: khb@winstoncashatt.com

CERTIFICATE OF SERVICE

This is to certify that I have this day served a true and correct copy of the foregoing
DEFENDANT EQUIFAX INFORMATION SERVICES LLC'S INITIAL DISCLOSURES
by depositing same in the United States mail, properly addressed with sufficient postage affixed
thereto to ensure delivery to:

Gloria S. Hong
Stoel Rives
600 University Street, Suite 3600
Seattle, Washington 98101

Katherine Klimkowski
Jones Day
3161 Michelson Drive, Suite 800
Irvine, California 92612
Counsel for Defendant Experian Information Solutions, Inc.

Dated: February 26, 2010.

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